

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DOREEN ANNETTE WATSON, et al.,) CASE NO. CIV S-03-592 LKK DAD
))
Plaintiffs,))
))
vs.)) ORDER GRANTING MOTION FOR
)) DETERMINATION OF GOOD FAITH
SOCIETE NATIONALE INDUSTRIELLE)) PURSUANT TO CALIFORNIA CODE OF
AEROSPATIALE, et al.,)) CIVIL PROCEDURE § 877.6(a)(2)
)) Date: October 24, 2005
Defendants.)) Time: 10 a.m.
)) Dept: 4
)) Judge: Hon. Lawrence K. Karlton

Defendants PITT HELICOPTERS, INC., a Nevada Corp.; MOUNTAIN LIFE FLIGHT, L.P., a California Limited Partnership; MOUNTAIN E.M.S., INC., a California Corp.; and DAVID REGER, individually and d/b/a MOUNTAIN AVIATION SERVICES have filed a motion for a finding that a settlement is "in good faith" pursuant to Section 877.6(a)(2) of the California Code of Civil Procedure.

The settlement is between the following Parties: Plaintiff DOREEN ANNETTE WATSON, individually and as successor-in-interest to the Estate of Raymond E. Watson, II, deceased, and Defendants PITT HELICOPTERS, INC., a Nevada Corp.; MOUNTAIN LIFE FLIGHT, L.P., a California Limited Partnership; MOUNTAIN E.M.S., INC., a California Corp.; DAVID REGER, individually and d/b/a MOUNTAIN AVIATION SERVICES; and a number of other Releasors and Releasees listed in the Settlement Agreement.

1 After reviewing all papers filed in this matter, including
2 the supporting evidentiary declarations, and good cause
3 appearing, the Court hereby GRANTS the Motion, making the
4 following specific determinations and orders:

5

6 1. The Settlement Agreement attached as Exhibit "3" to the
7 Attorney Stephen Nelson Declaration is hereby APPROVED,
8 and the parties are hereby ORDERED to comply with all
9 terms of the Agreement.

10

11 2. The settlement contained in Exhibit "3" to the Nelson
12 Declaration is hereby found to have been made and
13 entered into in "good faith" between the parties to the
14 Agreement, within the meaning and effect of Section
15 877.6 of the California Code of Civil Procedure,
16 because: a) the settlement amount is the full limit of
17 the liability insurance policy available to the
18 settling defendants; b) the settling defendants have
19 no other applicable liability insurance available to
20 pay any judgment for damages in this action; c) the
21 settlement is within the "ball park" of an
22 approximation of the settling defendants' anticipated
23 proportionate liability for any damages which may be
24 awarded to plaintiffs; d) the settling defendants
25 should pay less in settlement of the claims against
26 them than they might be required to pay if the are

1 found liable after a contested trial; and e) the
2 settlement was reached through a process of arms length
3 negotiation between adversaries and was not the result
4 of any collusion, fraud, tortious or other improper
5 conduct by the parties or their attorneys.

6
7 3. Any claims by alleged joint tortfeasors for
8 contribution or indemnity based on comparative
9 negligence or comparative fault are hereby barred
10 against the Releasees in the Settlement Agreement and
11 Full and Final Release of All Claims that was included
12 in the moving papers for this Motion as Exhibit "3" to
13 the Nelson Declaration.

14
15 4. The sum of money described in the Agreement payable to
16 Plaintiff constitutes damages on account of personal
17 injuries or sickness.

18
19 5. Each side shall bear their own fees and costs in this
20 action.

21
22 6. For all purposes, including enforcement of the rights
23 and responsibilities of the parties, this Court
24 reserves all necessary personal and subject matter
25 jurisdiction over the settling parties and this action
26 until all claims arising from the subject accident are

1 completed, and all appeals, if any, are exhausted and
2 appeal times expired.

3 IT IS SO ORDERED.

4 DATED: November 1, 2005

5 /s/ Lawrence K. Karlton
6 LAWRENCE K. KARLTON
7 SENIOR JUDGE
7 UNITED STATES DISTRICT COURT

8
9 APPROVED AS TO FORM AND CONTENT this 21 day of September 2005.

10 /s/ Michael J. Harrington
Michael J. Harrington, Esq.
11 Attorney for DOREEN WATSON, Plaintiff

12 APPROVED AS TO FORM AND CONTENT this 22 day of September 2005.

13 BAILEY AND PARTNERS, P.C.

14 By: /s/ Stephen L. Nelson
15 Stephen L. Nelson, Esq.

16 Attorneys for PITT HELICOPTERS, INC., a Nevada
Corporation, Defendant

17 APPROVED AS TO FORM AND CONTENT this 21 day of September, 2005.

18 KENNEY & MARKOWITZ, L.L.P.

20 By: /s/ Harvey T. Elam
21 Donald Honigman, Esq.
22 Harvey Elam, Esq.

23 MOUNTAIN LIFE FLIGHT, L.P., a California Limited
Partnership; MOUNTAIN E.M.S., INC., a California Corp.; and
24 DAVID R. REGER, individually, and d/b/a MOUNTAIN
AVIATION SERVICES, Defendants; and ERIK K. DUARTE, Releasee